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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 59 |
| LEASE AMENDMENT ADDRESS OF PREMISES 1800 G Street, NW Washington, DC 20006 | TO LEASE NO. GS-11B-LDC51019 PDN Number: |

THIS AMENDMENT is made and entered into between **NORTHWESTERN DEVELOPMENT COMPANY**

whose address is: 1150 Connecticut Avenue, NW
Suite 900
Washington, DC 20036

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1. Premises.** The parties hereby stipulate and agree that the leased premises consists of 68,473 Rentable Square Feet (RSF) of office and related space on the entire 6th floor and a portion of the 5th floor in the building located at 1800 G Street, NW, Washington D.C. 20006.
- 2. Extension Term.** The terms of the Lease is hereby extended for a period of five (5) years (the "Extension Term"), commencing as of May 1, 2019 (the "Extension Term Commencement Date") and ending on April 30, 2024 (the "Expiration Date").
- 3. Termination Option.** The Government may terminate this lease, in whole but not in part, effective October 31, 2022, by providing written notice to the Lessor of its exercise of this termination option not less than one year prior to the proposed effective date of such termination, time being of the essence.
- 4. Rent.** The annual rent to be paid by the Government during the Extension Term effective May 1, 2019 shall be **\$3,252,467.50** (\$47.50/RSF), payable at the rate of **\$271,038.86** per month in arrears. The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease.
- 5. Operating Expenses and Real Estate Taxes.** Effective May 1, 2019, the base year for operating expenses and real estate taxes shall be adjusted to reflect a new base year. The real estate tax base year shall be the Washington DC Fiscal Year 2019 Real Estate Taxes. A new base for operating expenses shall be (b) (4) pursuant to the GSA Form 1217, attached as "Exhibit A". The annual rent for the Extension Term shall be subject to escalation of base operating expense and tax adjustments after the first lease year, in accordance with paragraph 3.6 and 3.4 of the Lease, respectively.
- 6. Condition of Premises.** The annual rent set forth on paragraph 4 above does not include a Tenant Improvement Allowance (TIA). The Government accepts the existing warm-lit-shell and demised premises in its current configuration and cosmetically existing condition. The acceptance of such items "as-existing" does not relieve the Lessor from its obligations under the Lease for maintenance, repairs or replacements.
- 7. Commission and Commission Credit.** CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission, will be payable to CBRE, INC. with the remaining (b) (4) (the "Commission Credit") to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture the Commission Credit.

The Commission Credit shall be converted into rental abatement, therefore the rental payment due and owing under the Lease for the first month of the Extension Term shall be reduced by (b) (4) so that the total rent due for the (b) (6)

INITIALS:

LESSOR

GOVT

office portion of the Lease for the first full month of the Extension Term shall be (b) (4) Monthly base rent for June 1, 2019 through April 30, 2024 is (b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: STEPHEN L. GARTEN
Title: CEO/AGENT
Date: 3/14/19

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Lisa Richmond
Title: Lease Contracting Officer
GSA, NCR, PBS
Date: 5-10-2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: OWEN BILLMAN
Title: PRESIDENT
Date: 3/14/2019

INITIALS:

(b) (6)
LESSOR GOV'T

LESSOR'S ANNUAL COST STATEMENT*Important - Read attached "Instructions"*

OMB Control Number: 3090-0086

Expiration Date: 11/30/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

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|--------------------------------------------------------------------------|--------------------------------|------------------------------------|
| 1. Request for Lease Proposals (RLP) LEASE NO. GS-11B-LDC51019 | | 2. Statement Date 03/14/2019 |
| 3. Rental Area (Square Feet) 68,473 | 3A. Entire Building 608,515 | 3B. Leased by Government 68,473 |
| 4. Building Name and Address (Number, Street, City, State, and Zip Code) | | |

The Northwestern Building
1800 G Street NW
Washington, DC 20006-4407

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

| SERVICES AND UTILITIES | LESSOR'S ANNUAL COST FOR | | FOR GOVERNMENT USE ONLY |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|----------------------------|
| | (a) Entire Building | (b) Government-Leased Area | |
| A. CLEANING, JANITOR AND/OR CHAR SERVICE | (b) (4) | | |
| 5. Salaries | | | |
| 6. Supplies (Wax, cleaners, cloths, etc.) | | | |
| 7. Contract Services (Window washing, waste and snow removal) | | | |
| B. HEATING | | | |
| 8. Salaries | | | |
| 9. Fuel ("X" one) <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric | | | |
| 10. System Maintenance and Repair | | | |
| C. ELECTRICAL | | | |
| 11. Current for Light and Power | | | |
| 12. Replacement of Bulbs, Tires, Starters | | | |
| 13. Power for Special Equipment | | | |
| 14. System Maintenance and Repair (Ballasts, Fixtures, etc.) | | | |
| D. PLUMBING | | | |
| 15. Water (For all purposes) (Include Sewage Charges) | | | |
| 16. Supplies (Soap, towels, tissues not in 6 above) | | | |
| 17. System Maintenance and Repair | | | |
| E. AIR CONDITIONING | | | |
| 18. Utilities (Include electricity, if not in C11) | | | |
| 19. System Maintenance and Repair | | | |
| F. ELEVATORS | | | |
| 20. Salaries (Operators, starters, etc.) | | | |
| 21. System Maintenance and Repair | | | |

GENERAL SERVICES ADMINISTRATION

GSA 1217 (REV. 11/2016)

(b) (6)

| | | |
|-----------------------------------------------------------------|---------|--|
| G. MISCELLANEOUS (To the extent not included on Page 1) | (b) (4) | |
| 22. Building Engineer and/or Manager | | |
| 23. Security (Watchperson, guards, not janitors) | | |
| 24. Social Security Tax and Workperson's Compensation Insurance | | |
| 25. Lawn and Landscaping Maintenance | | |
| 26. Other (Explain on separate sheet) | | |
| 27. TOTAL | | |

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

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|-------------------------------------------------------|---------|--|
| 28. Real Estate Taxes | (b) (4) | |
| 29. Insurance (Hazard, Liability, etc.) | | |
| 30. Building Maintenance and Reserves for Replacement | | |
| 31. Lease Commission | | |
| 32. Management | | |
| 33. TOTAL | | |

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.

34. Signature of: ☐ Owner ☒ Legal Agent

| TYPED NAME AND TITLE | | SIGNATURE | DATE |
|----------------------|-----------------------|--------------|--------------|
| 34A. | STEPHEN F. LUSTGARTEN | 34B. (b) (6) | 34C. 3/14/19 |
| 35A. | CEO/AGENT | 35B. (b) (6) | 35C. 3/14/19 |